

THE WHOLE DAM BUSINESS.

Mr. Willard Writes a Chapter on the History of the Celebrated Baxter Dam.

EDITOR NEWS: In perusing the columns of your last week's issue I noticed an article entitled "A Decision Asked For." Let us look at these differences on the other side a little and see if some one has not made some mistake. With your permission I will try and explain a little in my own behalf and then compare notes with the city council in regard to the dam business.

In the first place, the city contracted with me for my rights at the old mill and was to give me 75 horse power for 999 years at a point west of the slough without any expense to me, and said power was to be furnished by cable, and city was also to settle with Stone & Gove and let Gaunt, Maupin & Co. have power to run a 500-barrel mill at half the cost of steam power. The citizens held a mass meeting at which Maupin got up and made a speech saying that it was very important that the city should control the water power at Baxter Springs, by all means. He also said that their company had sixty thousand dollars to put into a mill. That statement excited the people very much. Then in about two weeks Mr. Maupin came over again and made another speech to our people and said to the citizens of Baxter that he was the man who ought to control the Baxter water power. It would be all right in his hands but not in mine, or any other individual's. Of course he would be more liberal in supplying power than anyone else, and he said his company had the material, or nearly all of it on hands, to build the dam, and if Baxter would donate about enough to build a dam and mill to his company they would undertake to build one. Then the city did agree to give them \$8,000 in bonds.

At the same time I was in the council, and you can see how my vote was cast. It was against the bonds, and while Maupin humbugged the people he did not humbug me at all. He represented himself as being a practical miller and as understanding all about a flouring mill, when he knew nothing about one and had never had anything to do with one, but had a third interest in a steam sawmill in Missouri, never having worked it himself. He knew nothing about a mill. When the city turned their contract over to Gaunt, Maupin & Co. he was to settle with Stone & Gove and I supposed that he had settled with them until the first lawsuit was begun. I heard that Maupin had settled with notes and that they were deposited in the Baxter bank. When I heard that Mr. Maupin had failed I went to Stone and asked him if he was properly secured and he said that he was satisfied with what he had; that Maupin was perfectly good, and I supposed he had good security or he would not have answered as he did.

When Mr. Maupin first came here I wrote to the commercial agency at St. Louis for their commercial standing and learned that they had nothing but what was mortgaged for all its worth. If some of the other people here had done the same they would not have taken as much stock in them as they did.

Now, let us go back again and see how this thing commenced. When we first began talking about this dam it was for the 500-barrel mill. We could not vote bonds for a mill, but could for water works. Our attorney said we could vote for water works and manufacturing purposes, so they made a catspaw of water works to get the bonds to build a dam and a toll bridge across Spring river.

As I had a ferry boat and controlled the ford and a mill above, it was necessary to have a lease from me in order to make people cross on the bridge and when they got further on they wanted me to come into the city, wanted me to sign a petition to that effect and I would not. And they said "We will put you into the city limits anyhow," so they went ahead and did as they pleased; but I think that will be considered hereafter.

About this time I became a very obnoxious man and have been very hard to control ever since. In the first place I never gave my consent to put the dam where it is. It was to have been put within forty feet of the old ferry cable. There I owned the land on both sides of the river, but some thought they could put it below my land and have some land condemned.

Most of the people think that the land was condemned by the city, but it was not; and a city can only condemn for certain purposes, to-wit: For cemetery purposes, for a post-house, for streets and alleys, and for water works. There is no law to take one man's property and give it to another for manufacturing purposes.

Now Gaunt, Maupin & Co. attempted to have two and a quarter acres condemned, and then they would have me by the heels, as they thought, but they were mistaken. Their lives were too short. They failed and assigned to F. S. Heffernan of Springfield, Mo., a lawyer, and he came over here and wanted a little more from the city to complete the dam. Then the dam was in a bad condition, and if there had been a raise in the river it would have cut a channel outside of the abutments and caused great damage. There would have been as much more dam to build as before they began, and I was opposed to a lawyer having any-

thing to do with the dam, because he knew nothing about dam building; so I began to kick worse than ever. But he went on, finished up the dam, then stopped and said he had done all he would do. He saw he had made a mistake, and then the city saw a speculation in it and paid \$2,500 in bonds for his interests. And what were his interests? He did not even have a lease, nor anybody else—nothing but a contract for a lease. I wanted to give a lease and had Mayor Opperman write to that effect, and they wrote that they had a lease, sending the contract for one. I took it to Judge Webb and he said that I was right, and if they wanted a lease they had better get one made.

After the city got control of the power I tried to get my power, but got no satisfaction until after they had tried all outsiders that they knew of and had written to all they could hear of, and then finally found a man by the name of T. J. Bloom, who lived in Ohio, who agreed to build a mill with J. W. Morrison. Morrison would not take the chance, but came to me and proposed to build a mill if I would go in with him. I told him I would and we began in a few days and built one that you are all proud of.

The city agreed to pay me \$2,000 if I would take my power at the dam instead of west of the slough. I did so. Now all I ask is for them to do as they agreed to, but they have waked up to a sense of duty and say they are done with the dam business unless I will give them a deed to all the mill property, and have made some propositions to-wit: 1st. Willard quit claim to city all his interest in the two acres at the east end of dam, two acres at west end of dam and about two acres north of road, and release city from all claims. City to furnish him (Willard) 75 horse power so long as he keeps up a mill there. City to settle with Stone & Gove. 2d. Willard settle one-half of Stone & Gove claim and make the conveyance above and city will pay him \$2,000 and give him 75 horse power. 3d. Willard furnish city 55 horse power for water works, permit all parties using power there to continue undisturbed and without expense pay off Stone & Gove claims and release city from all claims, city to convey to Willard all its interests in the dam.

Now these propositions sound like the story about the white man and Indian going hunting and agreeing to divide the game equally. They killed a turkey and a crow. The white man said to the Indian "You take the crow and I'll take the turkey, or else I'll take the turkey and you take the crow."

Stone & Gove's claim is about \$5,300 and the dam and wheels can be put in to give as much power as we have at present for that amount. We only have 96 horse power, and the city paid over \$6,000 for putting in the forebay and wheels. At this time Mr. Morrison was agent for the Laffell wheel, as good a wheel, which could have been put in for less than one-fourth of what they paid to put in these wheels. Mr. Morrison and I tried to get them to put in the Laffell wheels but they would not, and offered Morrison \$200 if he would keep his mouth shut about the wheels, but he came up and told it to one of the contracting parties, and these assertions were made public by W. B. Spencer at one of their meetings, but the wheels went in just the same.

I did all I could to keep the city from being swindled. I got the name of being the worst kind of a kicker, opposed to all public improvements. I am opposed to spending three dollars of city money for one dollar's worth of work and now I am ready to do as I agreed to in the first place—give the lease and take what was promised me. And now who is to blame? The city council says "No, we cannot do that." They say I must give a deed to all the ground and mill and they will give a lease to me. That is something I will never do unless they pay me for it. All I ask is for the council to do as they agreed to.

At one time Mr. Harvey came to me and said they had no money to pay, and as I would not take the scrip they had he wanted to know if I would not make a contract to give them sixty days to raise the money, I to make a quit claim deed and deposit them in the Baxter Bank. So we made the contract and signed it up and I took a copy home. I saw that it said nothing about sixty days so I never deposited the papers, and the contract was not completed until they were deposited. It ended right there and now the council know they have stepped outside their jurisdiction, and they know that I cannot compel the city to keep up my power, as the city council first agreed to do. I cannot afford to give a deed to my property unless they can give me some security that they will do what they agree to. The city had that contract recorded. The contract is all right except making the deed and I know that if I am compelled to make a deed they will be compelled to do what they agree to, but I do not see why a lease is not sufficient if they intend to do as they agree to. All I want is a leverage to compel them to do what they agree to. If they do not keep up my power I can forfeit the lease, and that is all the protection I have, and in looking over that preamble and resolution I see the council say that I agreed to convey to Gaunt, Maupin & Co. certain tracts of land. If so will the council be kind enough

to produce that contract? I say that is false. I never agreed to anything but a lease. If that is what is meant I am ready to make that lease at any time when the council will do their part.

The council says it became necessary for the city to buy Maupin and assigns out and complete the dam. Mr. Heffernan completed the dam. It is also stated that A. Willard is using 75 horse power. If so where does the Baxter Springs Mfg. Co. get their power, with but 96 horse power altogether? The manufacturing company are using as much as I am and the electric light company are using as much as we are. Now, if you give me 75 horse power there will only be 21 horse power left.

Now, gentlemen, will you be kind enough to tell me how I drove your manufacturing away and what they were? I have no knowledge of any. You say you have made liberal offers and met with refusals every time. Now, readers, you have read a copy of all the offers they have made. If they are liberal, for God's sake I don't want any more like them.

Let us look a little further. What did the Quaker Valley mill dam cost? Did you ever inquire? It was built when native lumber was sold for \$3.50 per hundred and it only cost about \$3,000. When the Baxter dam was built the lumber could be bought for \$2 per hundred, a little more than half what it cost when Morgan's dam was built. His dam was nine feet high and the Baxter dam about seven feet eight inches. Now will you please tell me why this vast difference in the cost of the two dams should be? Did you do it honestly, or was it through ignorance? If the latter would it not have been better had you never commenced? And now after you think you have got somebody into trouble you want to pull out the dam.

You sent a man to Topeka to get a special act through the legislature to issue \$10,000 worth of bonds for funding indebtedness, and in the statement you said the city owed me \$2,000 and Stone & Gove \$2,000. Where has this money been all of this time? Why have you not settled these claims and taken your lease according to contract and had this thing all settled long ago and had the shores of Spring river lined with factories?

If I had been a councilman and paid \$15,000 for \$5,000 worth of labor and material I would want to hide my head. And then talk about the liberal offers you have made me.

I do not want to blame the present council for these extravagances, but I do think past experience ought to teach the city council that water power handled by inexperienced men is very, very expensive.

A. WILLARD.

POINTS OF INTEREST.

During my recent trip to St. Louis I have added many new and useful novelties, druggists' sundries, etc., to my drug stock.

The largest, finest and cheapest line of sponges ever brought to the city. Try the new perfume "PRIMOSE." See the new line of toilet soaps. The largest, cleanest and best line of drugs and chemicals in the county. Watches, clocks, gold pens and all kinds of jewelry at actual cost price. Watches and clocks repaired on short notice and work positively warranted.

Having secured the services of the polite and efficient druggist, Clare McFadden, my prescription and drug department will be in his charge and your prescriptions will receive careful and prompt attention in the future. Prescriptions filled at all hours of the night.

Fine cigars a specialty. All kinds of smoking and chewing tobacco. Respectfully, J. G. POLSTER.

BURGLARY.

During Wednesday night Dr. Gregg's store was entered by burglars. The robbers effected an entrance by removing a pane of glass from a back window which enabled them to remove two spikes and raise the sash. They secured about \$7 in money from Dr. Gregg, a few cigars and perhaps other articles of small value. Mr. Kane lost two watch movements, a revolver and several other articles of little value. The robbers went through nearly every drawer and case on the south side of the store, probably in search of a sack of money. They left them open and the goods in a very unsettled condition. The parties evidently live not far away else they would have taken the silverware and many other valuable goods that were out.

BRANDED AS A LIE.

The following letter fully explains itself:

COLUMBUS, KAN., Oct. 30, 1890. **EDITOR NEWS:** I desire to say through the columns of your paper that the statement contained in the Kansas City Sunday Sun of Oct. 26, 1890, in reference to myself, is absolutely false; and I hereby brand the statement as a willful, malicious lie and published only for campaign purposes, and by a person too cowardly to affix his own signature to the same, and ask that it be published in our home papers. W. R. COWLEY.

TRY BREWSTER BROS. CASH GROCERY FOR FIRST CLASS GOODS AT LOWEST PRICES.

You are cordially invited to attend an Exhibition of Cooking AT THE Store of J. J. FRIBLEY in BAXTER SPRINGS on TUESDAY, NOVEMBER 4, From 10 o'clock a. m. to 5 o'clock p. m.

A. K. FASSETT will practically illustrate the excellence of THE WIRE GAUZE OVEN DOOR.

Those who have Charter Oak Stoves, or may wish to buy one with Wire Gauze Oven Doors, may learn some facts that may prove advantageous and those who contemplate purchasing a stove soon can be practically informed why the CHARTER OAK is considered by all as the BEST.

—ROASTING.—

There is not a cooking stove or range made, except the Charter Oak, but what the shrinkage is forty per cent. A ten pound roast cooked in a tight oven will weigh but six pounds when done. This loss is in the shrinkage of the juice, which is the vital part of the meat off of which we live. But cooked in the Charter Oak, with Wire Gauze Oven Doors, it will weigh nine and one-half pounds. No basting or attention required. And BREAD will be a quarter larger, keep forever, and one of its peculiar features is that it will never mold.

—BROILING.—

It is done in the oven without smell, smoke or turning. Steaks cooked in five minutes, top and bottom at the same time, using the round steak, and it will be more juicy than tenderloin cooked over the coals.

CITY MEAT MARKET!

—OF—

J. M. English & Co.

FRESH AND SALT MEATS

of all Kinds Constantly on Hand.

Poultry, Fish and Game in Their Season.

CASH PAID FOR HIDES AND PELTS.

Merker, the Tailor,

INVESTMENT CO. BUILDING,

BAXTER SPRINGS, KANSAS.

Notice of Appointment—Administrator.

State of Kansas, Cherokee county, ss. In the matter of the estate of Ellen Mann, late of Cherokee county, Kansas. Notice is hereby given, that on the 7th day of October, A. D. 1890, the undersigned was, by the Probate Court of Cherokee county, Kansas, duly appointed and qualified as administrator of the estate of Ellen Mann, late of Cherokee county, deceased. All parties interested in said estate will take notice and govern themselves accordingly. E. M. WILLIAMS, Administrator.

(First published Oct. 18.)

J. P. HARTLEY, Practical Auctioneer

—FOR THE—

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A POSITIVE CURE for RHEUMATISM. For any case this treatment fails to cure or help, I will refund the money in full. I have discovered in an ancient medicine, one that gives relief in a few days, removes fever and pain in joints. Cure completed in 1 to 7 days. Send stationer's card with stamp for Circulars. Will, or address Dr. HENDERSON, 123 & 124 St., Kansas City, Mo.

PHYSICIANS.

DR. A. J. McCLELLAN, PHYSICIAN AND SURGEON. Office and residence two blocks west of Baxter bank.

DR. E. A. McFADDEN, PHYSICIAN AND SURGEON, is again ready to practice medicine after recuperating his health. Office at residence corner of Neosho and Lincoln streets.

ATTORNEYS AT LAW.

W. M. MATHENY, ATTORNEY-AT-LAW, Baxter Springs, Kansas. Notary Public.

Samuel H. Smith, Attorney-at-Law, Baxter Springs, Kan. Notary Public.

C. G. HORNOR, ATTORNEY AT LAW and U. S. Commissioner. Office in Drovers and Farmers' Bank building.

W. H. HORNOR, ATTORNEY AT LAW. Office in Drovers and Farmers Bank.

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Thankful for past favors W. D. PENNICK announces that he is at the old stand, where he is ready at all times to deliver coal of the best quality at bed-rock prices to all his old customers, and invites as many new ones as possible to call and see him at the yard or leave orders with Cooper & Hodgkins, Brewster Bros., or O. N. Baldwin and they will receive immediate attention. Terms cash, and no mistake.

W. D. PENNICK.

FRAZER AXLE GREASE.

Is sold in every State and County in the Union and is to-day WITHOUT A RIVAL. So universally is this fact recognized that numerous imitations have been made, all claiming to be

"Just as good as the Frazer"

Some dealers offer cheap wax, because there is more money in it to them. Do not be imposed upon, but insist on having

THE FRAZER.

It saves your horse labor, and you too. It prevents heat and all the Centennial and Paris Exhibitions. Sold everywhere.

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